

The Kansas City Southern Railway Company  
Louisiana & Arkansas Railway Company

301 West 11th Street, Kansas City, Missouri 64105

RICHARD P. BRUENING  
General Counsel

MAY 28 1981 - 12:35 PM

Hon. Agatha Mergenovich  
Secretary  
Interstate Commerce Commission  
Washington, DC 20423

MAY 28 1981 - 12:35 PM

RE: Amendment to Lease No. 1000 dated as of May 1, 1981, among Carland, Inc.

The Kansas City Southern Railway Company and Louisiana & Arkansas Railway Company, Security Agreement and Assignment dated as of May 1, 1981, between Carland, Inc. and City Bank & Trust Company, and Consent and Agreement, dated as of May 1, 1981, among The Kansas City Southern Railway Company, Louisiana & Arkansas Railway Company and City Bank & Trust Company

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MAY 28 1981  
Date  
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IOC Washington, D. C.

De: Ms. Mergenovich:

Pursuant to Section 11303 of the Interstate Commerce Act, and the Commission Rules and Regulations promulgated thereunder The Kansas City Southern Railway Company and Louisiana & Arkansas Railway Company transmit herewith 9 copies each of the above mentioned Amendment to Lease No. 1000 (the "Lease Amendment"), Security Agreement and Assignment (the "Assignment") and Consent and Agreement (the "Consent") for filing and recording with the Interstate Commerce Commission. These documents are amendments to Lease No. 1000 and the Assignment thereof previously filed with the Commission on June 4, 1980, under recordation No. 11873, and the Consent filed with the Commission on June 18, 1980 under Recordation No. 11873-A..

The names and addresses of the parties to the Lease Amendment are:

Lessor: Carland, Inc.  
4200 West 83rd Street  
Shawnee Mission, KS 66208

Lessees: The Kansas City Southern Railway Company  
114 West 11th Street  
Kansas City, MO 64105

Louisiana & Arkansas Railway Company  
114 West 11th Street  
Kansas City, MO 64105

Sullivan + Worcester  
C. Owenly

The names and addresses of the parties to the Assignment are:

Assignor: Carland, Inc.  
4200 West 83rd Street  
Shawnee Mission, KS 66208

Assignee: City Bank & Trust Company of Kansas City, Mo.  
2401 Grand Avenue  
Kansas City, MO 64108

The names and addresses of the parties to the Consent are:

1. The Kansas City Southern Railway Company  
114 West 11th Street  
Kansas City, MO 64105  
  
Louisiana & Arkansas Railway Company  
114 West 11th Street  
Kansas City, MO 64105
2. City Bank & Trust Company of Kansas City, Mo.  
2401 Grand Avenue  
Kansas City, MO 64108

A general description of the equipment covered by these amendments is:

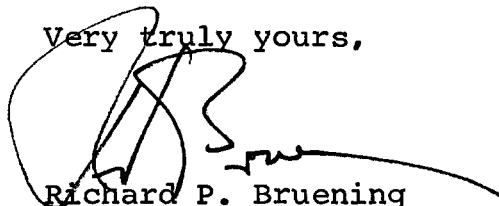
All rolling stock covered by Lease No. 1000, and amendments Nos. 1 through 14, inclusive, previously recorded with the Commission under Recordation Nos. 11873 and 11873-A through 11873-O, inclusive.

The Lease Amendment and Assignment herewith presented for filing are amendments to Lease 1000, and its Assignment previously filed on June 4, 1980 under recordation No. 11873, and the Consent is an amendment to the Consent filed on June 18, 1980 under Recordation No. 11873-A. The last previous amendment to Lease 1000 and its attendant documents was filed on February 26, 1981, under recordation No. 11873-O.

A Kansas City Southern Lines Draft in the amount of \$30.00 is enclosed to cover the filing fee for these three amendment documents.

We request that all copies of the Lease Amendment, Assignment, and Consent not required for your files be marked with the Commission filing stamp and returned to the party tendering same.

Very truly yours,



Richard P. Bruening

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

**5/28/81**

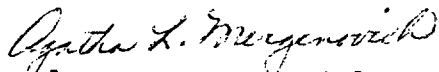
**OFFICE OF THE SECRETARY**

**Richard P. Bruening**  
**General Counsel**  
**Kansas City Southern RYW Co.**  
**301 West 11th St.**  
**Kansas City, Missouri 64105**

**Dear Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 5/28/81 at 12:35pm, and assigned re-  
recording number(s). 11873-P, 11873-Q, 11873-R

Sincerely yours,

  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

MAY 28 1981 - 12 35 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT TO LEASE 1000

THIS AMENDMENT TO LEASE 1000, made and entered into as of this 1<sup>st</sup> day of May, 1981, by and between CARLAND, INC., a Delaware corporation, (the "LESSOR"), and THE KANSAS CITY SOUTHERN RAILWAY COMPANY a Missouri corporation, and LOUISIANA & ARKANSAS RAILWAY COMPANY, a Delaware corporation, (the latter two corporations being hereinafter referred to collectively as the "Lessee");

WHEREAS, Lessor and Lessee have entered into a lease agreement entitled Lease No. 1000 (the "Lease") dated as of May 1, 1980; and

WHEREAS, Lessor and Lessee desire to amend said Lease to extend its term;

NOW, THEREFORE, Lessor and Lessee hereby agree that the Lease be, and it is, amended as follows:

1. The second paragraph of page 1 of the Lease (being the first "WHEREAS" clause thereof) is hereby deleted, and the following substituted in its place:

"WHEREAS, Lessee anticipates that in its operations during the period ending June 30, 1982, it will initially require all or part of the equipment (hereinafter collectively called the Equipment) itemized in Appendix A, attached hereto and hereby made a part hereof; and

2. The paragraph numbered "1." on page one of the Lease is deleted, and the following substituted in its place:

"1. Lessor agrees to lease unto Lessee Units (as hereinafter defined) which Lessee shall initially require in its operations during the period ending June 30, 1982 and which shall be ordered by and delivered to Lessee as hereinafter provided. The term

"Unit" shall mean an individual unit of any item of the Equipment, together with all equipment and accessories thereon or to be thereon at the time of delivery as hereinafter set forth, and the term "Units" shall mean any two or more units of any item or items of the Equipment, together with all equipment and accessories thereon or to be thereon."

3. The paragraph numbered "4." on page 2 of the Lease is deleted and the following substituted in its place:

"4. Whenever at any time or from time to time during the period ending June 30, 1982, Lessee shall notify Lessor, in writing or otherwise, that Lessee may require the use of a Unit or Units in its operations (each such notification being hereinafter referred to as a Notice), Lessor shall, within ten (10) days after receipt of such Notice, advise Lessee, in writing or otherwise, of the purchase price per unit at which Lessor may obtain each of the Units stated in such Notice (each such advice being hereinafter referred to as an Advice and each such purchase price being hereinafter referred to as "Lessor's Unit Price), and upon the request of Lessee, Lessor shall, at the time of giving an Advice, submit to Lessee a written quotation from the manufacturer, dealer, supplier or vendor of each Unit covered thereby in verification or substantiation of the Lessor's Unit Price applicable thereto, which quotation shall include all equipment and accessories stated in the Notice to be included or installed on each such Unit. A Notice shall specify the type or kind of Unit or Units Lessee may require in its operations, the approximate number of such Unit or Units which Lessee may so require at a time, the equipment and accessories, if any, which may be required thereon, the term of lease desired, and whether Rental payments are to be on a monthly or annual basis."

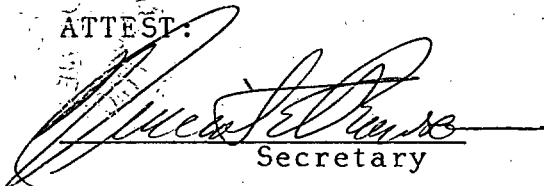
4. The form of Schedule B referred to in Lease and attached thereto as an exhibit is deleted, and the Schedule B form attached hereto as Exhibit "A" is substituted in its place.

All schedules B heretofore entered into under the Lease are hereby amended to reflect the language of the attached Exhibit "A".

5. All provisions of the Lease (and Appendices and Exhibits thereto) not hereby amended shall remain in full force and effect.

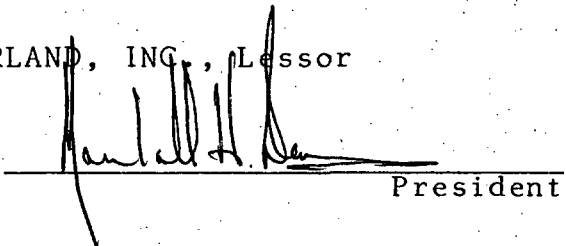
IN WITNESS WHEREOF the parties hereto have executed this Amendment to Lease 1000 as of the day and year first above written.

ATTEST:

  
Secretary

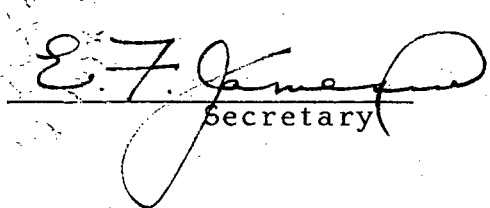
CARLAND, INC., Lessor

BY

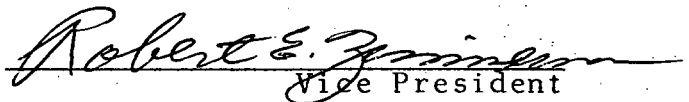
  
President

THE KANSAS CITY SOUTHERN RAILWAY  
COMPANY

ATTEST:

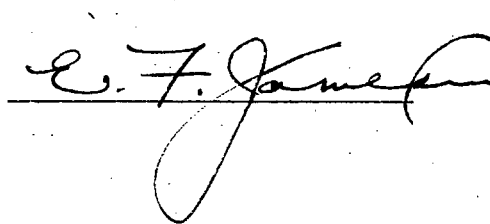
  
Secretary

BY

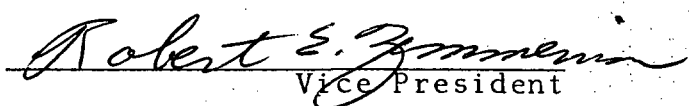
  
Vice President

LOUISIANA & ARKANSAS RAILWAY  
COMPANY

ATTEST:

  
Secretary

BY

  
Vice President

STATE OF MISSOURI )  
 )  
COUNTY OF JACKSON )

On this 27 day of May, 1981, before me personally appeared Marshall H. Dean, to me personally known, who, being duly sworn, says that he is President of CARLAND, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Aven Gillham  
Notary Public

STATE OF MISSOURI )  
 )  
COUNTY OF JACKSON )

Notary Public, State of Missouri  
Commissioned in Jackson County  
My Commission Expires Aug. 19, 1984

On this 27th day of May, 1981, before me personally appeared Robert E. Zimmerman, to me personally known, who, being duly sworn, says that he is a Vice President of THE KANSAS CITY SOUTHERN RAILWAY COMPANY that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Irene Paulhe  
Notary Public

IRENE PAULHE  
Notary Public - State of Missouri  
Commissioned in Platte County  
My Commission Expires March 22, 1983

STATE OF MISSOURI )  
 )  
COUNTY OF JACKSON )

On this 27th day of May, 1981, before me personally appeared Robert E. Zimmerman, to me personally known, who, being duly sworn, says that he is a Vice President of LOUISIANA & ARKANSAS RAILWAY COMPANY that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Irene Paulhe

Notary Public

IRENE PAULHE  
Notary Public - State of Missouri  
Commissioned in Platte County  
My Commission Expires March 22, 1983



RECORDATION NUMBERS - PREVIOUS ICC FILINGS

Lease: \_\_\_\_\_  
Security Agreement and Assignment: \_\_\_\_\_  
Consent and Agreement: \_\_\_\_\_

DATE \_\_\_\_\_

SCHEDULE B. No. \_\_\_\_\_

Attached to and made a part of Lease No. \_\_\_\_\_ entered into the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_,  
by and between CARLAND, INC. and \_\_\_\_\_.

The following described Unit or Units have been delivered by Lessor to Lessee on the above date  
subject to the terms of said Lease.

<u>Description</u>	<u>No. of Units</u>	<u>Identification Number</u>	<u>Delivery Place</u>	<u>Date</u>	<u>Rental Per Unit</u>	
					<u>Annual or No. of Amount Monthly</u>	<u>Lease Extension Periods</u>

The Unit or Units hereinabove described, the aforesaid Lease, all rentals due or to become due in respect  
of such Unit(s), and all proceeds of the foregoing are subject to a security interest and assignment in  
favor of City Bank and Trust Company of Kansas City ("City Bank"), individually, and as agent for The  
Northern Trust Company and The First National Bank of Shreveport, pursuant to Security Agreement and  
Assignment between Carland, Inc. and City Bank and Consent and Agreement between the undersigned lessee  
and City Bank, all dated as of \_\_\_\_\_, 19 \_\_\_\_\_.

CARLAND, INC. (Lessor) \_\_\_\_\_ (Lessee)

ATTEST: \_\_\_\_\_ ATTEST: \_\_\_\_\_  
By \_\_\_\_\_ By \_\_\_\_\_

(Seal) (Seal)